

REMARKS/ARGUMENTS

These Remarks are responsive to the Office Action mailed November 09, 2007 ("Office Action"). Applicants respectfully request reconsideration of the rejections of claims 1-56 for at least the following reasons.

STATUS OF THE CLAIMS

Claims 1-56 are currently pending in the present application, with claims 1, 26, and 42 being the independent claims. No new claims have been added.

REJECTIONS UNDER 35 U.S.C. § 112, Second Paragraph

The Office Action rejects claims 1, 7, 11-14, and 55 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, the Office Action states the following:

Claim 1, it is not clear what "tracking" mean. Claim 7, it is not clear what "extranet" mean. And Claims 11-14 and 55, it is not clear what "a second resource" mean. Examiner treats extranet as internet for examination purpose. Examiner treats a second resource as resource for examination purpose.

Regarding the rejection to claim 1 and the word "tracking," applicants respectfully submit that the word "tracking" should be interpreted according to its plain meaning. "[T]he words of the claim must be given their plain meaning unless applicant has provided a clear definition in the specification." (MPEP § 2111.01).

Regarding the rejection to claim 7 and the word “extranet,” applicants respectfully submit that the term “extranet” has a plain meaning in the context of computer networks. Various computing dictionaries define this term. The term can generally be described as an intranet that is partially accessible to authorized outsiders. Whereas an intranet resides behind a firewall and is accessible only to people who are members of the same company or organization, an extranet provides various levels of accessibility to outsiders.

Regarding claims 11-14, and 55, applicants submit that the phrase “a second resource” is not ambiguous or indefinite. It is an additional recitation of a “resource” – a term mentioned throughout the specification and not alleged to be ambiguous.

In view of the above, withdrawal of the 35 U.S.C. § 112(2) rejections is respectfully requested. If the Examiner maintains any of the above rejections, it is respectfully requested that the Examiner provide reasons that support an allegation of indefiniteness. Providing such reasons will aid the applicants in developing an appropriate response.

REJECTIONS UNDER 35 U.S.C. § 102

The Office Action on pages 2-7 rejects claims 1-56 under 35 U.S.C. § 102(b) as being anticipated by U.S. Pat. Pub. No. 2002/0112171 to Ginter et al. (“Ginter”). Applicants respectfully traverse this rejection.

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference (MPEP § 2131). Applicants respectfully submit that the rejection to claims 1-56 fails to meet the above criteria to establish anticipation.

Independent claim 1 recites:

A method for providing network access comprising:
identifying an available network resource, the network resource coupled to a network;
providing an access token to the available network resource, the access token operable to allow an application of the available network resource to access a portion of the network;
tracking the status of the access token; and
terminating the access token.

Ginter fails to teach or suggest *providing an access token to the available network resource, the access token operable to allow an application of the available network resource to access a portion of the network*. Ginter discloses systems and techniques for secure transaction management (Ginter paragraph [0002]). More specifically, Ginter describes a virtual distribution environment (“VDE”) that provides electronic content providers with the ability to control the use of proprietary information (Ginter paragraphs [0011-0012]).

The Office Action, at page 3, cites to paragraphs [0068], [0217], and [0006], respectively, as disclosing *providing an access token to the available network resource, the access token operable to allow an application of the available network resource to access a portion of the network*. The Office Action states that the “VDE installation includes payment token which corresponding to an access token used as control information.” (Office Action, pg. 3). The reference fails to provide support for this rejection.

The payment token from paragraph [0217] is simply a form of currency used in a VDE. “VDE further supports automated passing of electronic currency and/or credit information, including payment tokens.” In no way is this analogous to *an access token to the available network resource, the access token operable to allow an application of the available network*

resource to access a portion of the network. A form of currency does not allow an application of the available network resource to access a portion of the network.

Cited paragraph [0068] is equally deficient. Ginter describes a VDE that allows for sets of control information appropriate for different types of applications and uses. The control sets can reflect rights and obligations of electronic community members – which allows for enforcement of common social and commercial ethics and practices (paragraph [0068]). This description is in stark contrast to the claimed subject matter, which recites at least *an access token to the available network resource, the access token operable to allow an application of the available network resource to access a portion of the network*. Specifically, the sets of control information from Ginter do not *allow an application of the available network resource to access a portion of the network*.

Additionally, the Office Action at page 3 references Ginter paragraph [0006] as allegedly teaching an “access token operable to allow an application of the available network resource to access a portion of the network.” The cited portion of Ginter states that “VDE allows the owners and distributors of electronic digital information to reliably bill for, and securely control, audit, and budget the use of, electronic information.” There is no discussion of an access token. And the Office Action – which previously analogized Ginter’s “payment token” with the claimed “access token” – fails to explain how the cited excerpt (or any disclosure from Ginter) either (1) teaches or suggests operations related to an access token, or (2) further describes any aspect of the “payment token.” In contrast, Ginter merely describes a virtual distribution environment that allows for the control of electronic information. Ginter does not disclose, teach, or suggest *an access token to the available network resource ... operable to allow an application of the available network resource to access a portion of the network*.

For reasons described above, Ginter does not teach or suggest the claimed access token. It follows that Ginter is also deficient with respect to *tracking the status of the access token* and *terminating the access token*.

Claim 2-25 depend from claim 1 and are allowable at least as being dependent from an allowable claim.

Independent claim 26 recites *an access token ... operable to provide access to at least a portion of a network*. For similar reasons discussed above with respect to claim 1, Ginter does not teach, suggest, or disclose *an access token ... operable to provide access to at least a portion of a network*. For at least these reasons, Ginter fails to anticipate or render obvious claim 26.

Claims 27-41 depend from claim 26 and are allowable at least as being dependent from an allowable claim.

Independent claim 42 recites:

A system for a directory secured user account, comprising:
an access management module operable to generate at least one access token, each of the at least one access tokens comprising a unique identifier;
a resource communication module operable to transmit the at least one access token to a resource coupled to the network; and
a token management module operable to maintain the status of the at least one access token and the resource.

Ginter fails to teach or suggest *an access management module operable to generate at least one access token, each of the at least one access tokens comprising a unique identifier.*

The Office Action, at page 3, rejects all of claims 1, 10, 11, 14, 17-19, 22, 24, 26, 27, 32-34, 36, 39, and 42 with language that tracks only the language of claim 1. Thus, the Office Action does not specifically refer to the claim language of other claims such as claim 42. The Office Action, however, does analogize the “payment token” described in Ginter with the claimed “access token.” (Office Action, page 3: “VDE installation includes payment token which corresponding to an access token used as control information”). The payment token in Ginter, however, does not comprise a unique identifier. Rather, the payment token is simply electronic currency.

There is nothing in the cited passage – or in Ginter generally – that can be analogized to an *access module operable to generate at least one access token, each of the at least one access tokens comprising a unique identifier.* For at least these reasons, Ginter does not teach or suggest each and every limitation of independent claim 42, and the outstanding rejection should therefore be withdrawn.

Claims 43-56 depend from claim 42 and are allowable at least as being dependent from an allowable claim.

CONCLUSION

All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicants therefore respectfully request that the Examiner reconsider all presently outstanding rejections and that they may be withdrawn. Applicants believe that a full and complete reply has been made to the outstanding Office Action, and, as such, the present application is in condition for allowance. If the Examiner believes, for any reason, that a personal communication will expedite prosecution of this application, the Examiner is respectfully invited to telephone the undersigned at the number provided below.

Prompt and favorable consideration is respectfully requested.

In the event any variance exists between the amount authorized to be charge to the Deposit Account and the Patent Office charges, please charge or credit any difference to the undersigned's Deposit Account No. 50-0206.

Respectfully submitted,

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